

**SECTION G****CONTRACT ADMINISTRATION DATA****G-1 ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL**

- (a) Contracting Officer: The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.
- (b) Contracting Officer's Technical Representative (COTR): The Contracting Officer will appoint individuals to act as authorized representatives in the monitoring and administration of this contract. This individual is designated in writing as a Contracting Officer's Technical Representative (COTR), with a copy to the Contractor. An individual designated as a COTR is authorized to perform the following functions and those functions in accordance with COTR appointment letter:
- (1) Coordinate the technical aspects of this contract and inspect all required services.
  - (2) Certify, accept and reject invoices deemed improper for payment for the services and/or supplies rendered and allowed under the terms and conditions of this contract. (For rejection of services, see Section E-1 (a), Inspection and Acceptance.)
  - (3) Designate various individuals to assist in monitoring the performance of the contract. Such persons are not official COTRs, are NOT authorized representatives of the Contracting Officer, and may not perform the duties specified in JAR 2852.201-70(b), which is incorporated in the contract. The COTR responsibility still remains with the COTR designated by the Contracting Officer for that given area.

- (c) Other Federal Agencies: Under the authority of the Economy Act, the USMS has entered into mutual agreements with other Federal agencies to obtain security services by interagency agreements. These agencies will generally be referred to as an "Ordering Agency."

Federal Agencies other than the USMS, have limited contract administration authority. Primarily, these agencies are only authorized to serve as a paying office for the services specifically provided in their areas authorized in Schedule B of this contract.

## **G-2 CONTRACT ADMINISTRATION**

The primary contract administration office (CAO) and the designated Contracting Officers for each circuit are as follows:

<b>Contract Administration Office</b>
Lauris M. Eek, III Contracting Officer Judicial Security Contracts Judicial Security Division U.S. Marshals Services Washington DC 20530-1000

## **G-3 TASK ORDERS**

A task order, Option Form 347, is the official ordering document issued by the Contracting Officer that requires the Contractor to provide the services as described in Section C of this contract. All services will be ordered via task order. It provides the Contractor a general description of services required, the maximum number of hours being requested, and the place of performance. The Contractor must not perform any services nor exceed the total task order price without prior written notice from the Contracting Officer. Payment will not be made for unauthorized work or costs.

## **G-4 OVERTIME SERVICES**

- (a) Overtime hours and/or funds will be authorized by the Contracting Officer via task order. The COTR is delegated authority to request overtime services within the maximum hours and funding level provided on a given task order.

The Contractor must not perform overtime services that will exceed the maximum funding level provided by the task order.

- (b) Payment will not be made for unauthorized overtime worked or for overtime costs exceeding the maximum funding level.

#### **G-5 INVOICE PAYMENTS**

The Government will, on a monthly basis, pay the Contractor upon submission of a proper invoice, the total of the amount due for the services in accordance with this contract.

#### **G-6 INVOICE REQUIREMENTS**

- (a) Invoice Procedures:

The Contractor must prepare and submit an itemized invoice for each facility to the designated COTR or as specifically instructed in Option Form 347, "Order for Supplies or Services," and/or Standard Form 30, "Amendment of Solicitation/Modification of Contract," whichever is applicable. The Contractor must submit a *proper* invoice in order to receive payment.

The Contractor's invoice must include the following information:

- (1) The name and address of the business concern;
- (2) The invoice date;
- (3) Contract number, task order and/or modification number;
- (4) A description, and the quantity of supplies or services furnished, as well as the associated contract line item number(s);
- (5) Shipping and payment terms;
- (6) The name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- (7) The name, title, telephone number and mailing address of the person to be notified in the event of a defective invoice;
- (8) Tax payer identification number (TIN) (Usually a social security number if the Contractor is an individual or their employer identification number if a company. Invoices submitted without this number will be considered incomplete and will not be paid.);
- (9) The date delivery occurred or the period over which services were provided;
- (10) The Contractor must include the following statement on each invoice:

**CERTIFICATION**

*I certify to the best of my knowledge and belief that the supplies/services shown on this invoice have been received and are accepted.*

\_\_\_\_\_  
*Contracting Officer's Technical Representative*

\_\_\_\_\_  
*Date*

Payment will only be made after the following conditions have been met:

- (1) After contract performance/payment of CSO and Government acceptance of services;
- (2) After receipt of a proper invoice and the required monthly activity report;
- (3) Only for the number of hours actually performed, less any deductions for deficient performance, and for reimbursable expense(s) actually paid and considered allocable, allowable, and directly applicable to this contract.
- (4) The Government will take a deduction from the invoice for charges assessed to the Contractor for deficient performance for the month for which the invoice is submitted and for previous months, for which the proper deductions have not been taken. The paying office will itemize any deductions taken and provide the reasons for the deductions on the payment voucher.

(b) Invoicing for CSO Travel:

- (1) The Contractor will be reimbursed for per diem (transportation, lodging, meals and incidental expenses) incurred by the CSO(s) authorized to travel. Reimbursement will only be made to the extent allowed by FAR 31.205-46 and the Department of Justice Travel Guide, and the applicable Government Travel Regulations (GTR) per diem rates, in effect at the time of travel. Travel costs will not be reimbursed in an amount greater than the cost of, and time required for coach class, commercially scheduled air or ground travel by the most expeditious route unless coach air or ground travel is not available and the Contractor certifies to this fact in the voucher or other documents retained as part of his contract records to support his claim or post-audit.
- (2) Per diem is not allowable at the CSO's regular duty station (RDS) or within an area located within a 50-mile radius of the RDS. When a CSO is required to travel to an alternate duty station (ADS) beyond 50

miles of their RDS via a privately owned vehicle (POV) (either personally or contractor-owned), mileage expenses will be paid from the RDS to ADS in accordance with guidelines outlined in the GTR and only at the rate effective at the time of travel. If the CSO must visit their RDS prior to departing for an ADS, time (including travel to work overtime) and mileage will be calculated pursuant to the terms found in paragraph (3)(ii) below.

- (3) When a CSO is required to travel to an ADS via a POV and the mileage range is in excess of a 50-mile radius from the RDS, the following applies:
- (i) When a CSO is required to visit their RDS prior to departure for an ADS: (1) mileage will be calculated from the RDS to the ADS; and (2) time will be calculated from the time of departure from the RDS to the arrival at the ADS, not from the CSO's residence. Time will be calculated on a reasonable basis taking into consideration normal traffic patterns and speed limits for the particular route taken. The route used will be the most direct route from the RDS to the ADS. The cognizant COTR will be the determining official should a question arise concerning the most direct route. (If travel occurs during normal duty hours, the pay will be in accordance with the Basic Rate).
  - (ii) When the CSO travels directly to an ADS: (1) mileage will be calculated as total miles traveled one way, from the CSO's residence to the ADS, less mileage calculated from the CSO's residence to the RDS; (2) time will be calculated from the time of departure from the CSO's residence to arrival at the ADS, less that time which would be attributable to normal commuting from the CSO's residence to the RDS; and (3) if, in the event the mileage from the RDS and the ADS exceeds 50 miles, but the mileage from the CSO's residence to the ADS is less than 50 miles, the policy for travel not exceeding 50 miles from the RDS will apply.
  - (iii) The Contractor will use the following billing methods for CSO travel in excess of a 50-mile radius from the CSO's RDS:
    - (A) Mileage: If use of POV is authorized, allowable mileage will be billed at the applicable GTR rate that is current at the time of travel.

- (B) Time: For compensation for CSOs in a travel status (i.e., to and from the ADS), the Contractor must bill the Basic Rate, up to 40 hours per week. Any time in excess of a 40-hour week will be billed at the overtime rate.
  - (iv) The Contractor must submit an individual travel invoice for each CSO. Partial or piecemeal invoices must not be submitted or considered for payment purposes.
  - (v) The Contractor's invoice must be accompanied with a Standard Form (SF) 1034, "Public Voucher Purchases and Services Other than Personal," Section J, Attachment 3(I) for travel reimbursement. The Contractor must also attach backup for the amount claimed on the FS/FASSG, *Travel Voucher Summary* form, Section J, Attachment 3(E). The voucher must include, at a minimum, the following information:
    - (A) The invoice date;
    - (B) The name of the traveler;
    - (C) The description of the travel;
    - (D) The contract number and the district in which the travel was incurred; and,
    - (E) The period covered.
- (c) Invoicing for Overtime:
- (1) All hours billed in excess of a 40-hour work week (Sunday through Saturday) must be certified by the COTR in order for payment to be made (See terms and conditions set forth in Section C-18, *Overtime and Holidays*.) Where the Contractor incurs overtime without the COTR's approval, the Government will have no liability to pay for those services.
  - (2) A SF 1035 must be used for invoicing for overtime. In addition to the invoice requirements stated in paragraph G-4, the voucher for overtime must be annotated with the following information:
    - (i) The name of the employee who worked; and,
    - (ii) The number of hours in excess of the employee's normal 40 hour work week.

(d) Invoicing Period:

Invoices must be submitted on a monthly basis only and must be submitted in accordance Section G-6, *Invoice Requirements*, of the contract. Invoices must also be accompanied by, or preceded by, the Monthly Activity Report required in Section F-2, *Deliverables*.

**G-7 PRICE ADJUSTMENT PROCEDURES RESULTING FROM WAGE DETERMINATION INCREASES**

- (a) Price adjustments resulting from wage determination increases incorporated into this contract will be processed in accordance with Federal Acquisition Regulation (FAR) 52.222-43, Fair Labor Standards Act (FLSA) and Service Contract Act (SCA)-- Price Adjustment (Multiple Year and Option Contracts).

(b) Applicability:

- (1) The Contractor must only submit a price adjustment notice for new or revised wage determinations officially incorporated into this contract by the Contracting Officer. The SCA and the FLSA contract price adjustments only apply to the labor categories listed on the Department of Labor's wage determinations that perform the work of the contract. Adjustments are limited to labor costs only. No adjustment will be made for business expenses such as uniform costs, medical exams, weapon qualifications or any other item listed in a wage determination or included in a Collective Bargaining Agreement that is not considered a direct labor cost.
- (2) Site Supervisor positions are considered managerial personnel and are not subject to an adjustment as result of either the Department of Labor Wage Determination or Collective Bargaining Agreement.

(c) Time Requirements:

The Contractor must submit the price adjustment notice to the Contracting Officer within 30 days after receiving a new wage determination, unless an extension of this notification has been granted by the Contracting Officer.

- (d) (1) Methodology: Price adjustment claims will be based on the total number of hours ordered by the Contracting Officer for a given contract

period. Each position equates to a maximum of 2008 hours per contract period.

(2) **Format:** The Contractor's claim must include the following elements:

- (i) Names of the employees for whom the wage determination will effect, including their employment status (full-time or part-time) (Number of hours should not exceed the total number of positions ordered by the Contracting Officer for the applicable contract period.);
- (ii) the actual wage rate paid each employee for which a price adjustment is sought;
- (iii) Each employees payroll record;
- (iv) Documents supporting impact on fringe benefit costs, if applicable;
- (v) Documents supporting costs (payroll taxes), if applicable;
- (vi) Standard Form 1411, if contract action exceeds or is expected to exceed \$500,000;
- (vii) A hard copy and an electronic copy of the claim (i.e., spreadsheet).

The Contractor's claim for a price adjustment should be presented in a manner that clearly defines the methodology/formula used to determine the increase amount sought. Using the columns indicated below, the price adjustment will be computed as follows. A detailed sample spreadsheet is provided in Section J, *Attachment 3(D)*.

Name of Employee	Contract Rate	Current Wage Rate	Revised Wage Determination Rate	Rate of Increase	Application of Applicable Fringe Benefits and Taxes	Total Projected Hours or Actual Hours Worked.	Total Price Increase (Fully Burdened)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)

- (c) **Certification.** As required in FAR 52.222-43 paragraph (b), the Contractor warrants the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

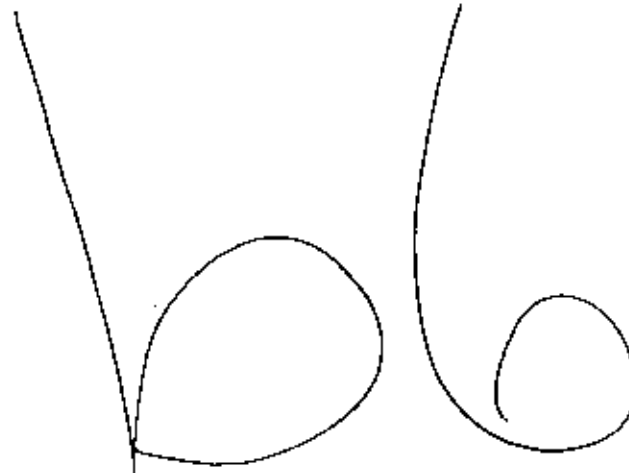
Upon agreement of the parties, the Contracting Officer will modify the contract price or contract unit price labor rates in writing. The Contractor must continue performance until an agreement on or determination of any



such adjustment and its effective date has been made. Violation of this requirement can be used as grounds for contract default.

**G-8 2852.201-70 Contracting Officer's Technical Representative (COTR) (JAN 1985)**

- (a) The following individuals are hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.

A large, stylized handwritten signature, possibly reading 'V. L.', is centered within a large rectangular frame that has been completely blacked out. The signature is written in a dark ink on a white background.

- (b) The COTR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all

invoices/vouchers for acceptance of the supplies or services furnished for payment.

- (c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.